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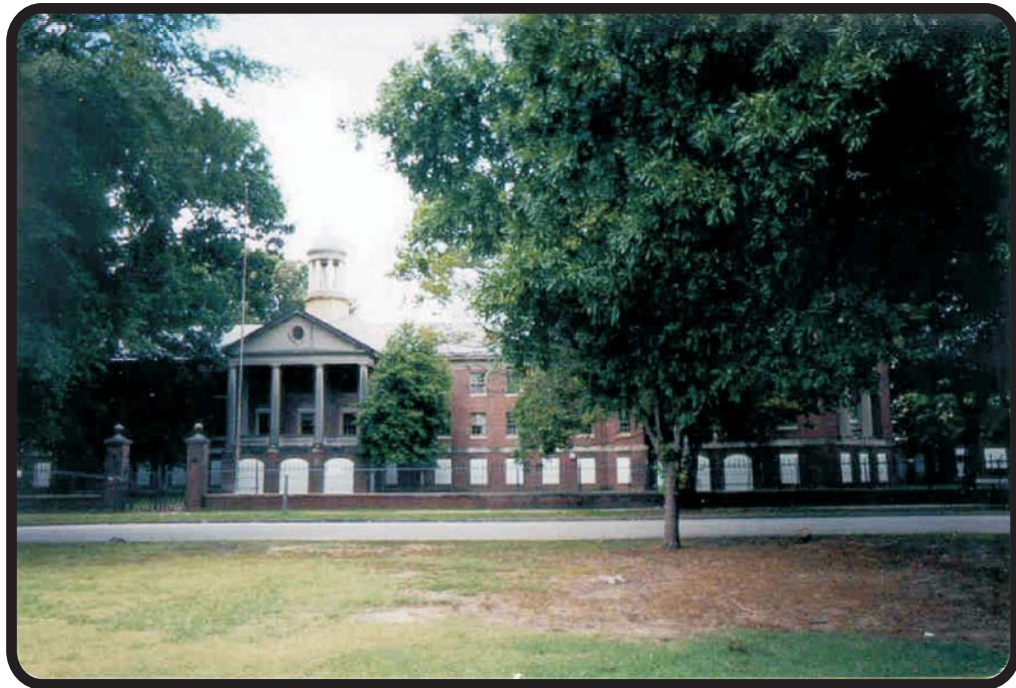
**Auction**  
U.S. Government Property

# U. S. Army Reserve Center #2

## 4-D-TN-0650

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**October 24, 2002**



Main Building Front View

360 Metal Museum Drive  
Memphis, TN



U.S. General Services Administration  
Office of Property Disposal

# INVITATION FOR BIDS

U. S. Government Property

4-D-TN-0650  
U. S. Army Reserve Center #2  
3.21 +/- acres  
360 Metal Museum Dr.  
Memphis, TN

## Public Auction:

### Date/Time

Thursday, October 24, 2002 at 10:00 AM

### Auction Site

On-Site at Property

### Bid Deposit

**\$25,000 in certified funds or cashier's check payable to yourself, to be endorsed to the U. S. General Services Administration.**

### Terms

All cash, As-is. Balance is due 60 days from acceptance of bid.

### Property Inspection

As the property contains large quantities of friable Asbestos-Containing Building Materials and Lead-Based paint in poor condition, a video-tape has been produced in order to limit physical inspection of the facilities. The video tape is available upon request by submitting the enclosed INFORMATION PACKET REQUEST. The buildings are available for inspection by appointment only.

### Site

Utilities: All typical utilities including water, sewage, natural gas, electricity and telephone service are accessible. Subject is currently zoned R-MH for Multifamily dwellings.

### Environmental Information

The U. S. Army Reserve conducted an Environmental Assessment (1997), Level 1 Environmental Assessment (1992), Asbestos Site Review & UST Sampling (1992), and an Asbestos/Lead Paint Hazard Assessment (1995) resulting in a Finding of Suitability to Transfer (1998) for the property. The environmental reports are available upon request by submitting the enclosed INFORMATION PACKET REQUEST. Bidders are invited, urged, and cautioned to review the environmental reports prior to inspecting the property and submitting a bid.

### Directions

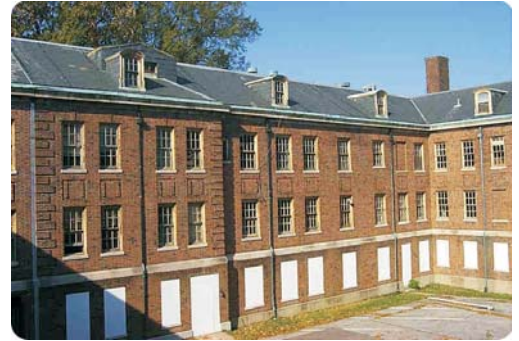
The property is located south of Downtown Memphis. On the Tennessee side of the Memphis-Arkansas (I-55) Bridge, take the Metal Museum Drive exit (Exit 12C).

**For additional information, please call Lori Dennis (601) 965-6124 or email [lori.dennis@gsa.gov](mailto:lori.dennis@gsa.gov)**

## Improvements

The subject improvements are part of the former U. S. Marine Hospital complex, designed to administer aid to those who became injured or ill while working on the Mississippi River. The U. S. Marine Hospital was the first federally-funded health care facility in Memphis. The U. S. Army Reserve acquired the property in 1971 for use as an U. S. Army Reserve Center. Subject is bound on the west by the National Ornamental Metal Museum, on the east by Delaware Street, on the north by West Illinois Avenue, and on the south by Metal Museum Drive. DeSoto Park is directly south across Metal Museum Drive.

**Main Building.** Three-story brick structure with partial basement. Concrete foundation. Constructed in 1937. Contains approximately 62,300 sq. ft. Previously a surgical hospital and ward. Was used by the Reserve Unit as offices and storage. Eligible for *National Register of Historic Places* ("National Register").



Rear View

**Maintenance Building.** One story brick structure with concrete foundation constructed in 1939. Contains approximately 12,450 sq. ft. Originally used as a steam laundry. Primarily used for storage by Reserve Unit. Eligible for *National Register of Historic Places* ("National Register").

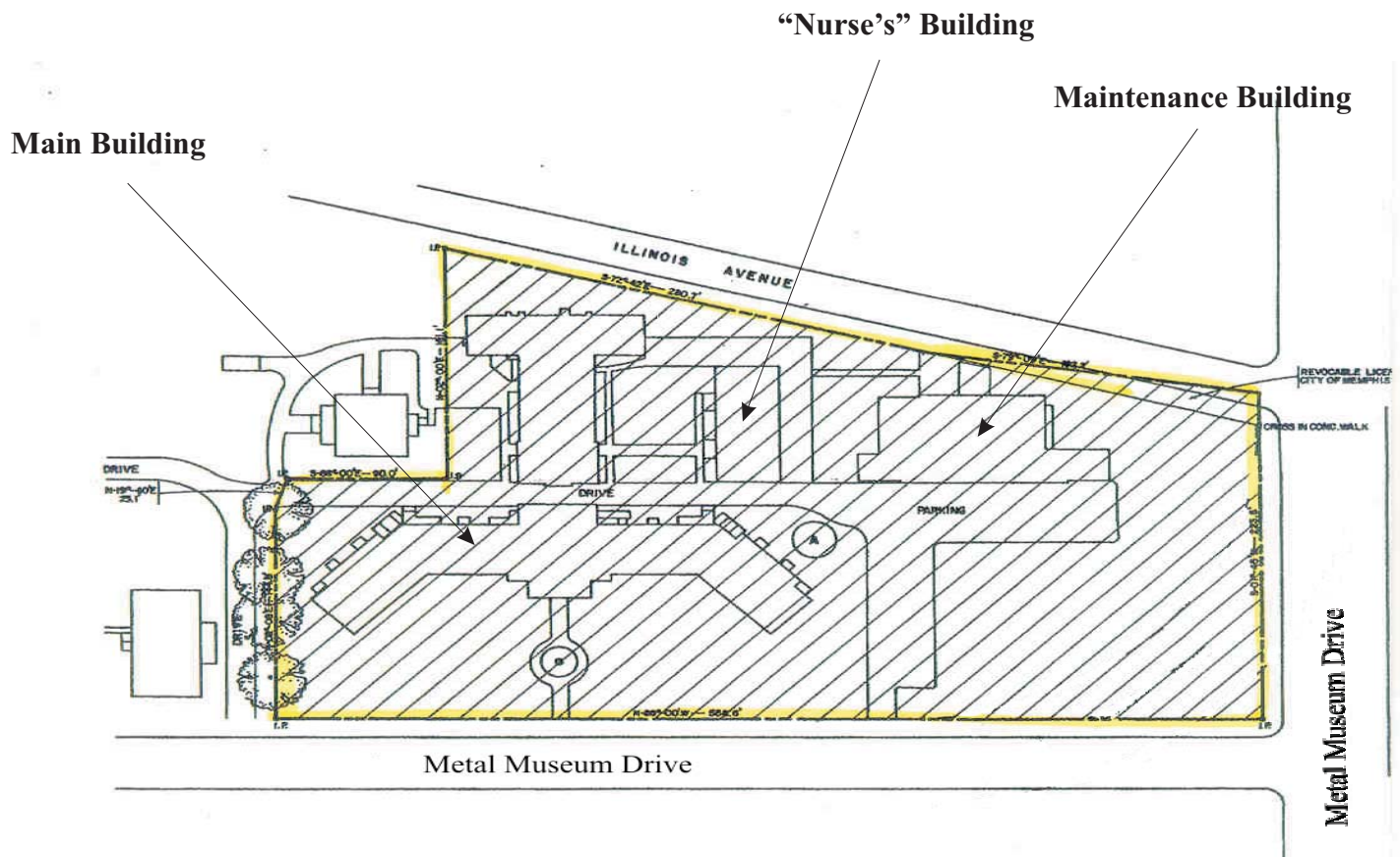


**"Nurse's" Building.** Two story structure with wooden porch and basement. Concrete pier foundation. Constructed in 1884 and is listed on the *National Register of Historic Places* ("National Register"). Contains approximately 12,450 sq. ft. Previously used to house nurses who worked at the hospital and later for a laundry/kitchen. The Reserve Unit most recently used the building for offices and storage.





**Map of Reserve Center #2**



## Legal Description

### United States Army Reserve Center #2 Memphis, Tennessee

All that tract of land lying and being in the First Civil District, Shelby County, Tennessee, more particularly described as follows:

Beginning at a point which is at the intersection of the north right-of-way line of California Avenue and the west right-of-way line of Delaware Street;

Thence N 88° 00' W along the north right-of-way line of said California Avenue a distance of 558.6 feet;

Thence N 02° 00' E 144.0 feet;

Thence N 19° 40' E 23.1 feet;

Thence S 88° 00' 90.0 feet;

Thence N 02° 00' E 161.1 feet, more or less, to a point on the southern right-of-way line of Illinois Avenue;

Thence S 72° 42' E along the southern right-of-way line of said Illinois Avenue a distance of 280.7 feet to the original southern right-of-way of said Illinois Avenue;

Thence S 79° 09' E along the original southern right-of-way line of said Illinois Avenue a distance of 192.2 feet, more or less, to a point on the west right-of-way line of said Delaware Street;

Thence S 01° 45' W along the west right-of-way line of said Delaware Street a distance of 223.5 feet, more or less, to the point of beginning.

Containing 3.21 acres, more or less, and being all of Tract A of the United States Army Reserve Center (No.2), Memphis, Tennessee.

## Historical Covenants

The **GRANTEE** covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the real property above described is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the Grantee, its successors, and assigns, covenants and agrees, that in the event the property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instrument of conveyance.

1. The structure(s) situated on said property will be preserved and maintained in accordance with plans approved in writing by the Tennessee State Historic Preservation Officer, Tennessee Historical Commission, 2941 Lebanon Road, Nashville, Tennessee 37243-0442.
2. No physical or structural changes or changes of color or surfacing will be made to the exterior of the structures and architecturally or historically significant interior features as determined by the State Historical Preservation Office (SHPO) without the written approval of the SHPO.
3. In the event of violation of the above restrictions, the General Services Administration (GSA) or the SHPO may institute a suit to enjoin such violation or for damages by reason of any breach thereof.
4. These restrictions shall be binding on the Parties hereto, their successors, and assigns in perpetuity; however, the SHPO may for good cause modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assigns.
5. The acceptance of the delivery of this (Deed/Title) shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
6. Development of the property shall be in compliance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and development plans shall be approved by the SHPO for guidance in planning the development of the property. If the Grantee, its successors and assigns, and the SHPO are unable to agree on the proposed development, the Grantee, its successors, and assigns shall forward all documentation relevant to the dispute to the Advisory Council On Historic Preservation (ACHP). The Grantee, its successors and assigns, SHPO, and the ACHP shall reach an agreement regarding the proposed development. If such an agreement cannot be reached the ACHP shall forward all relevant project materials with comments to GSA. GSA will consider such comments; and, if necessary, take action in accordance with the terms and conditions of these covenants.

# Special Terms Of Sale

## Asbestos Hazard

### **ASBESTOS**

Asbestos Notice 41-CFR 101-47.304-13 Provisions Relating To Asbestos.

The purchaser is warned that the property offered for sale contains friable and non-friable asbestos-containing materials in poor condition. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. General Services Administration (GSA) will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the property set forth in the Invitation For Bids (Offer To Purchase) and any other information provided therein with respect to said

property is based on the best information available to GSA Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

**THE SUCCESSFUL BIDDER MUST PAY FOR THE COST OF ANY REMOVAL. NO SALE WILL BE CONTINGENT UPON THE BIDDER'S DETERMINATION OF THE PRESENCE OF ASBESTOS, AND FAILURE TO CLOSE AS AGREED IN THE SALES AGREEMENT WILL RESULT IN THE FORFEITURE OF THE BUYER'S EARNEST MONEY.**

## Special Terms of Sale Continued

### Lead Based Paint Hazard

#### NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

THE SUCCESSFUL BIDDER MUST PAY FOR THE COST OF ANY REMOVAL. NO SALE WILL BE CONTINGENT UPON THE BIDDER'S DETERMINATION OF THE PRESENCE OF LEAD-BASED PAINT, AND FAILURE TO CLOSE AS AGREED IN THE SALES AGREEMENT WILL RESULT IN THE FORFEITURE OF THE BUYER'S EARNEST MONEY.

### FAA Hazard Clause

Based upon coordination between the General Services Administration and the Federal Aviation Administration (FAA) as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports", it has been determined that the only public airport within six nautical miles of this property is the Dewitt Spain Airport. FAA has been apprised of the proposed disposal of the property and that the Government's conveyance document will contain a provision that the grantee, its successors and assigns, and every successor in interest to the property herein described, or an part thereof, shall prohibit any construction or alteration on the property unless a determination of "no hazard to air navigation" is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.



# Terms of Sale

## 1. TERM: Invitation For Bids

The term "Invitation For Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

## 2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. **INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER.**

All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records,
- b. Subject to all existing reservations, restrictions, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

## 3. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

## 4. Delayed Closing

The successful bidder will pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

## 5. Adjustments

Any taxes, rents, or utilities shall be prorated as of the date of conveyance. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at Purchaser's expense. Closing costs and recordation fees are the responsibility of the Purchaser.

## 6. Risk of Loss

As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of or damage to the property.

## 7. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Seller is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon Seller will be relieved of any further liability under this contract.

## 8. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

## 9. Tender of Payment and Delivery of Instrument of Conveyance

The successful bidder shall on a mutually agreeable date not later than 60 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the successful Bidder, the Government shall deliver the instrument(s) of conveyance.

## 10. Documentary Stamps and Cost of Recording

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

## 11. Contract

The "Invitation for Bid(s)" and Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representation made by, for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

## 12. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## 13. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

## 14. Document Box

As a result of any construction, alteration, or remodeling of the building, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened, to the National Archives and Records Service, Washington, DC.



## 1. Registration of Bidders

Each prospective bidder is required to register. At the time of registration, immediately preceding the auction, each bidder will be furnished the terms and conditions of sale and will sign a brief statement to that effect. Only registered bidders may participate in the auction.

## 2. Bid Deposit

*Each prospective bidder shall be required to possess and exhibit upon request a bid deposit in the amount of \$25,000, in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit shall be applied toward payment of the successful bidder's obligation to the Government.*

## 3. Bid Form (Offer to Purchase)

The highest qualified bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

## 4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- B. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

## 5. Additional Information

- A. Only the highest bid received at the auction will be considered for award.
- B. The Government reserves the right to reject any and all offers.
- C. The high bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements in the General Terms of Sale.
- D. Sale is subject to all existing easements, if any, whether of public record or not.
- E. Failure of any bidder to inspect or be fully informed as to the condition of the property will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid.

## 6. Notice of Acceptance or Rejection

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid documents.

## 7. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

# INFORMATION PACKET REQUEST

Please send me the information packet for U.S. Army Reserve Center #2, Memphis, Tennessee (4-D-TN-0650).

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

I understand and acknowledge that neither the U. S. Army Reserve nor the U. S. General Services Administration makes any representations or warranties, express or implied, as to the accuracy or completeness of these materials, which are furnished to assist me in the consideration of making an offer to purchase for the U. S. Army Reserve Center #2, Memphis, Tennessee. The receipt of these materials in no way relieves me of my obligation to carefully inspect the property and investigate the public record. I have read and understand the General Terms of Sale contained in the Invitation For Bids, and I am aware that no error or omission of information contained in the packet shall constitute grounds or reason for non performance of any contract for sale or claim by the purchaser for allowance, refund, or deduction from the purchase price.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mail Request to:

General Services Administration  
Property Disposal Division (4PR)  
ATTN: Antionette Small  
401 West Peachtree Street, Suite 2528  
Atlanta, GA 30308

# Offer To Purchase Government Real Property

## PUBLIC AUCTION

### Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty calendar days after the date of the auction, to purchase the property described as:

**4-D-TN-0650**  
**U. S. Army Reserve Center #2**  
**3.21 +/- Acres**  
**360 Metal Museum Drive**  
**Memphis, TN**

Amount of Bid: \_\_\_\_\_ Bid Deposit: \_\_\_\_\_ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

\_\_\_\_\_

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Trustee ☐ A Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_

Signer's Name & Title (type or print): \_\_\_\_\_

### Certificate Of Corporate Bidder

I, \_\_\_\_\_ certify that I am  
\_\_\_\_\_  
(Secretary or other Official Title) of the Corporation named as bidder herein,  
that \_\_\_\_\_ who signed this Offer To Purchase on behalf of the  
(Name) bidder was then \_\_\_\_\_ of said Corporation; that said  
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Secretary)

\_\_\_\_\_  
(Signature of President/Vice-President)

**CORPORATE SEAL**

U.S. General Services Administration  
PBS, Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 2528  
Atlanta, Georgia 30308-2550

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Official Business  
Penalty for Private Use, \$300

## **PUBLIC AUCTION**

**October 24, 2002**

**4-D-TN-0650  
U. S. Army Reserve Center #2  
360 Metal Museum Drive  
Memphis, TN**

*For additional information, please call  
Lori Dennis: (601) 965-6124 or email: [lori.dennis@gsa.gov](mailto:lori.dennis@gsa.gov)*

*For information and pictures, please check the Property Disposal  
website on the Internet at <http://propertydisposal.gsa.gov/property>*